

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

**SKYPORT GLOBAL
COMMUNICATIONS, INC.**

DEBTOR

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**CASE NO. 08-36737-H4-11
(CHAPTER 11)**

**MOTION OF ADVANCED PROJECTS INTERNATIONAL, INC.
TO REQUIRE DEBTOR TO ASSUME OR REJECT EXECUTORY CONTRACT
AND/OR TO PROVIDE ADEQUATE PROTECTION**

IF YOU WANT A HEARING, YOU MUST REQUEST ONE IN WRITING, AND YOU MUST RESPOND SPECIFICALLY TO EACH PARAGRAPH OF THIS PLEADING. YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY (20) DAYS FROM THE DATE YOU WERE SERVED AND GIVE A COPY TO THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF.

IF A PARTY REQUESTS EMERGENCY CONSIDERATION, THE COURT MAY ACT EXPEDITIOUSLY ON THE MATTER. IF THE COURT ALLOWS A SHORTER RESPONSE TIME THAN TWENTY (20) DAYS, YOU MUST RESPOND WITHIN THAT TIME. IF THE COURT SETS AN EMERGENCY HEARING BEFORE THE RESPONSE TIME WILL EXPIRE, ONLY ATTENDANCE AT THE HEARING IS NECESSARY TO PRESERVE YOUR RIGHTS. IF AN EMERGENCY HEARING IS NOT SET, YOU MUST RESPOND BEFORE THE RESPONSE TIME EXPIRES.

COMES NOW, ADVANCED PROJECTS INTERNATIONAL, INC., (hereinafter "Advanced") and files this its Motion to Require the Debtor to Assume or Reject Executory Contract and/or Provide Adequate Protection and would respectfully shows the Court as follows:

1. This Court has jurisdiction pursuant to 28 U.S.C. § 157, § 1334 and 11 U.S.C. §105, 363(e) and 365.

2. On or about October 24, 2008, the Debtor filed its voluntary petition for relief under Chapter 11 of Title of the United States Code (the "Bankruptcy Code"), thereby commencing this case. The Debtor is operating its business and managing its properties as Debtor-In-Possession pursuant to § 1107 (a) and § 1108 of the Bankruptcy Code.

3. Advanced Projects International, Inc., is an unsecured creditor in this Estate by virtue of its pre-petition service contract entered into with the Debtor and balance due and owing prior to the filing date. On or about June 24, 2008, the Debtor entered into a Service Agreement ("Agreement") with Advanced. A true and correct copy of this Agreement is attached hereto as Exhibit "A" and incorporated for all purposes.

4. As of the date of this Motion, the Debtor has not filed a proposed disclosure statement or proposed plan of reorganization.

5. As of the date of this Motion, the Debtor is in default of the post-petition invoices by failing to make the payments due for November and December 2008. Advanced, wishes the Debtor to determine its intent with respect to the pre-petition executory contract for services (the Agreement).

6. It's inequitable and inappropriate for the Debtor to wait until confirmation before assuming or rejecting the Agreement. Such period would not occur until months from now. The Debtor should already known whether the subject services to the Agreement are to be used in a reorganization of a plan and has failed to indicate its intentions in the it schedules. Such delay would further prejudice the rights of Advanced, especially since the Debtor is in default.

7. Under these circumstances, the Debtor should be required to assume or reject the subject executory contract (the Agreement) by a date certain to be set as soon as

practicable by this Court but before confirmation pursuant to 11 U.S.C. §365.

8. Should the Debtor decide to assume the Agreement, Advanced, asserts the Debtor should cure the defaults, if any and provide adequate assurances of future performance, all as is required under 11 U.S.C. §365.

WHEREFORE, PREMISES CONSIDERED, Advanced Projects International, Inc., prays that this Court grant its Motion to Require the Debtor to Assume or Reject the Executory Contract and/or Provide Adequate Protection and for such other and further relief to which it may show itself entitled.

Dated March 10, 2009

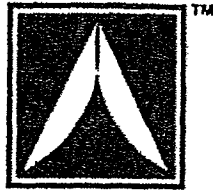
Respectfully submitted,

ADAIR & MYERS, PLLC

_____/s/ Calvin Braun_____
Calvin Braun
SBN. 00783713
3120 Southwest Freeway, Ste. 320
Houston, Texas 77098
(713) 522-2270
(713) 522-3322ax

ATTORNEY FOR ADVANCED
PROJECTS INTERNATIONAL, INC.

EXHIBIT A



ADVANCED PROJECTS INTERNATIONAL

Network Support Quotation 200804301

Prepared for:

SkyPort Global
12600 North Featherwood
Suite 350
Houston, TX 77034 USA

As evidenced by the dated signatures contained in this Addendum and referenced Master Agreement document, both Advanced Projects International, Inc. ("API") and SkyPort Global agree to the terms, conditions and pricing contained for the term specified; and to all corollary terms, conditions and legalities as stated in the Agreement and all other valid agreements between the two organizations.

For Advanced Projects International, Inc		Sample of Initial
Signature:	<i>[Signature]</i>	<i>SV</i>
Name:	GARRETT H. '11	
Date:	24-June-08	
For SkyPort Global		
Signature:	<i>[Signature]</i>	<i>[Signature]</i>
Name:	BRIAN SKIMMONS	
Date:	6/24/08	

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Network Services SkyPort Global 200806091
Version: 2

1. EXECUTIVE SUMMARY

Advanced Projects International ("API") is pleased to provide the contained quotation to SkyPort Global (CUSTOMER).

CUSTOMER has requested a quotation for Customer Care Support and Network Management, ~~limited to nighttime and weekend relief~~. API's GNSC service is a 24x7 operation. API's service engineers are available ~~for escalation during work week hours as well to~~ supplement and assist SkyPort Global's efforts, if needed. B8

The contained quotation consists of the cost associated with such items and services.

2. ABOUT ADVANCED PROJECTS INTERNATIONAL

Advanced Projects International is a VSAT solutions provider serving businesses around the world. We offer design, integration, implementation, field services, operations, and support for VSAT networks.

What sets us apart from others is our depth of knowledge and hands-on expertise in satellite technologies and our commitment to delivering solutions that are optimal for our clients' business needs.

Advanced Projects International specializes in turnkey satellite solutions for Corporate, Maritime and Rural Telephony networks. Our partnerships with industry leading satellite equipment manufacturers, operators, and telecommunications firms allow us to provide custom solutions that ensure full time performance and reliability.

API GNSC currently provides support for hubs located in the United States, Switzerland, Middle East, Asia and Europe. The services, under this contract, can be effective immediately upon notice, as all the necessary resources are in place to execute the terms and conditions covered in this agreement.

3. SUMMARY OF GLOBAL NETWORK OPERATIONS CENTER SERVICES

3.1 100-01 Global Network Support Center Management

(Product Number 100-01)

The product 100/200-01 is a one time line item per customer account. Example: assume the customer has multiple networks and/or hubs under support, product 100/200-01 will appear one time in total billing summaries.

The Advanced Projects International (API) Global Network Support Center (GNSC) is a state-of-the-art 24x7 IP network monitoring and management facility located at the API corporate headquarters in Petaluma, California. The GNSC staff is comprised of top computer engineering and telecommunications specialists trained to proactively monitor IP networks and react immediately to any issues that may occur. In the event that a network anomaly is observed or reported, the API support team effectively determines the exact cause and quickly resolves the problem, guaranteeing maximum uptime and reliability.

- 24x7 Remote IP Network Monitoring
- Custom and Secure Web Portal

- Comprehensive Periodic Reports
- On-the-Fly Bandwidth Usage Graphs
- Web-based Issue Management (Trouble Ticket) System
- End-to-End Network Performance Monitoring
- Web based Suite of Customer Accessible Tools
- Remote Network Hardware Configuration

Custom Web Portal - Each web portal is custom designed for the client and features secure access with an assigned user name and password. Customers can look at the real-time status of all monitored devices in their network, usage graphs, trouble tickets, history of outages and uptime, account related documents and customer activation forms.

Reports - Weekly/Monthly reports are provided. Each report contains the current network configuration and equipment map, network performance summary, summary of any trouble tickets, documented problem resolutions and current status report.

Additional Tools Available:

- Bandwidth Usage Graphs - As negotiated, each device in the network can have an MRTG and/or SNMP bandwidth usage graph created for it. These graphs are helpful in allowing the visualization of the amount of bandwidth being used for each device in the network.
- Customized Dos Attack Tool - Web based accessible and automatic issue (ticket) generation for tracking and analysis
- BGP request Tool- Web based accessible and automatic issue (ticket) generation for tracking and analysis
- Virus detection tool

Trouble Tickets - In response to a network problem, a trouble ticket is generated and posted to the open ticket board until the problem is fully resolved. Each ticket contains detailed information on the problem and all necessary information about the client, network device(s) and the overall network.

End-to-End Monitoring - The GNSC monitors not only the customer's primary network, but also all other networks and hardware connected to and affiliated with the subject network. By doing so, we are able to provide a quicker diagnosis if and when a network problem arises and keep uptime to its maximum potential.

Remote Configuration - No matter where it may be located in the world, a network's hardware can be remotely configured and tested from the support center.

Advantages to Using API Global Network Support

- Maximize Your Network's Uptime
- Reduce Risks
- One-stop Turn-key Resources
- Minimize Staffing Requirements
- Significantly Reduce Monitoring Equipment Costs

3.2 100-04 Enterprise Customer – Network Operations Center Management

(Product Number 100-04)

Enterprise Customer – Network Operations Center Management provides complete remote operation of a 'single thread' or 'Redundant' Hub. This includes configuration and control for all 'Adds/Changes/Deletes', operational support for system expansion items such as new GCU's, Netmodems, and increases to DVB outbound, etc. (On-site labor and expenses are additional.) The HUB SUPPORT and MANAGEMENT service is limited to operation of hub units and does not include end-user terminal activities.

This service is beneficial to the enterprise VSAT Hub owner or VNO operator who lacks the trained staff to operate the VSAT Hub equipment or who may need operational coverage for more time than current staffing levels allow. This support also helps the owners' staff in case of a question or problem encountered during the regular operations of the equipment with a higher level of support and cooperation than can be expected directly from the manufacturer.

The following are support services of the Hub Management services provided at no additional cost when BASIC HUB SUPPORT and MANAGEMENT are purchased.

Network / Hub Support

- LAN's, WANs & infrastructure monitor, management, reporting
- Systems administration
- VPN configuration & management
- Remote network monitoring (24 x 7)
- Traffic load and balance
- DoS attack identification and remediation
- Quality of Service (QoS)
- Active terminal census & population tracking
- Loss of connectivity notification and mediation
- End-to-end performance checks (scheduled, continuous)
- Issue Management System
- POP alert status and data transferred to POP monitoring tools & reports
- Ad-Hoc labor services at all levels (Help Desk, CRM, Network Management)

Network Operations Center

24 hours-a-day / 7 days-a-week, through call center staff or referral service.

Troubleshoot and resolve reported or observed problems for degradation of service(s) or service(s) associated with customer's operational circuit and network as contracted, authorized and submitted to API.

Proactive monitor and troubleshoot those problems related to degradation of service(s) or service failures. Ensure escalation to internal API Support Engineering Services or appropriate vendor those observed or reported service degradation issues are experienced and which are unable to be resolved in a timely manner.

- Proactive analysis and monitor of customer's satellite hub and associated routing equipment and channels, as identified and agreed.
- Coordination, planning and management of interface and routing issues on behalf of the customer.
- Periodic review for mutually agreed aspects of service provisioning and service assurance activities.
- Working with the customer to ensure constant high-availability service.
- Periodic report generation (subscription and selection for "push" or "pull" information) distributed to customer. Distribution periodicity at the request of the customer (Hour/Daily/Weekly/Monthly). The below list contains the minimum information to be delivered:
 - Number of issues reported to API by the customer, by type and customer contact name
 - Number of outstanding issues reported to API by the customer
 - Number of satisfactorily closed issues reported to API by the customer
 - Amplifying information that contains the issue type, priority, solution and communications methods used.
 - API will tailor new and innovative reports and make them available for subscription to the customer.

3.3 100-05 Enterprise Customer – Customer Care Support Management

(Product Number 100-05)

Enterprise Customer Care Service Support provides essential services to the enterprise customer focusing on those tasks associated to the provisioning of VSAT service or supported software application. API GNSC network and application engineers communicate directly with the customer to provide assistance in the provisioning, remote terminal configuration and in the event of network failure, gather all appropriate technical information needed and then find a solution or provision a service. Support personnel have been certified through API GNSC's technical training program. Enterprise Customer Care Service Support activities include those necessary for the individual and autonomous management of VSAT services. These services resemble essentially those recognized in VNO service support:

This service is beneficial to the VSAT Hub owner who lacks the trained staff to operate the VSAT Hub equipment or who may need operational coverage for more time than current staffing levels allow. This support also helps the owners' staff in case of a question or problem encountered during the regular operations of the equipment with a higher level of support and cooperation than can be expected directly from the manufacturer.

The following are support services of the Hub Management services provided at no additional cost when BASIC HUB SUPPORT and MANAGEMENT are purchased.

Network / Hub Support

- Systems administration
- VPN configuration & management

- Remote network monitoring (24 x 7)
- Traffic load and balance
- DoS attack identification and remediation
- Quality of Service (QoS)
- Active terminal census & population tracking
- Loss of connectivity notification and mediation
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- Issue Management System
- POP alert status and data transferred to POP monitoring tools & reports

Network Operations Center

24 hours-a-day / 7 days-a-week, through call center staff or referral service.

Troubleshoot and resolve reported or observed problems for degradation of service(s) or service(s) associated with customer's operational circuit and network as contracted, authorized and submitted to API.

Proactive monitor and troubleshoot those problems related to degradation of service(s) or service failures. Ensure escalation to internal API Support Engineering Services or appropriate vendor those observed or reported service degradation issues are experienced and which are unable to be resolved in a timely manner.

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- Coordination, planning and management of interface and routing issues on behalf of the customer.
- Periodic review for mutually agreed aspects of service provisioning and service assurance activities.
- Working with the customer to ensure constant high-availability service.
- API will tailor new and innovative reports and make them available for subscription to the customer.

4. PRICING

iDirect Hub Support Pricing Schedule		Single (USD)	
100-01	<u>Advanced Projects International</u> <u>Global Network Support</u> • Set up Fee	\$5,000.00	

iDirect Hub Support Pricing Schedule		Monthly (USD)	
100-05	<u>100-05 Enterprise Customer –</u> <u>Customer Care Support Management</u>	\$2,500.00	See paragraph 3.3 for description
B	<u>Incremental Quantity Pricing</u> <u>Per Enabled Remote, Option B (chart below)</u>	\$2,600.00	

Total	\$10,100.00
Service Requires a Deposit (Equal to 1 Month of Activation)	\$5,000.00
Total Due	\$15,100.00

100-D1	1 to 100 Remote Subscriber Terminal Support	INCLUDED
	Base Price	\$0.00
	Per Terminal Price	\$0.00
100-D2	101 to 200 Remote Subscriber Terminal Support	per Remote
	Base Price	\$900.00
	Per Terminal Price	\$9.00
100-D3	201 to 300 Remote Subscriber Terminal Support	per Remote
	Base Price	\$1,800.00
	Per Terminal Price	\$8.00
100-D4	301 to 500 Remote Subscriber Terminal Support	per Remote
	Base Price	\$2,600.00
	Per Terminal Price	\$7.00
100-D5	501 to 1,000 Remote Subscriber Terminal Support	per Remote
	Base Price	\$4,000.00
	Per Terminal Price	\$6.00
100-D6	1,001 to 2,000 Remote Subscriber Terminal Support	per Remote
	Base Price	\$7,000.00
	Per Terminal Price	\$4.50
100-D7	2,001 to 5,000 Remote Subscriber Terminal Support	per Remote
	Base Price	\$11,500.00
	Per Terminal Price	\$4.00
100-D8	5,001 to 10,000 Remote Subscriber Terminal Support	per Remote

	Base Price	\$23,500.00
	Per Terminal Price	\$3.50
100-B9	>10,001 Remote Subscriber Terminal Support	per Remote
	Base Price	CALL
	Per Terminal Price	CALL

5. SERVICE AGREEMENT TERM

API shall provide services to CUSTOMER pursuant to this Agreement for an initial term of 12 months, commencing on the Effective Date referenced above. The Agreement shall be automatically renewed at the end of the initial term and subsequent renewal terms to extend the term for additional 12 month period(s) for a maximum term of sixty (24) months unless CUSTOMER provides API written notice to the contrary prior to the then-current termination date. If services are terminated before the end of a term, half of the full term value will be owed to API for cancellation and service termination.

6. OPTIONAL SERVICES

API hires and retains industry trained and certified personnel to develop and deploy VSAT services for CUSTOMERS around the world. All services are with discounts for extended durations. API offers the following terrestrial and VSAT services, if SkyPort Global Communication has a need arise for assistance :

		Hourly	Daily	5 Days (Weekly)	20+ Days (Monthly)
LAN, WAN, IP Networks (Generic)					
Computer Systems and Software	Network & IP Router	\$150.00	\$960.00	\$4,320.00	\$15,552.00
		Effective Daily Rate		\$864.00	\$777.60
	Windows Systems Administrator (NT/2000/XP)	\$165.00	\$990.00	\$4,455.00	\$16,038.00
		Effective Daily Rate		\$891.00	\$801.90
	IP Streaming Software Engineer	\$175.00	\$1,050.00	\$4,725.00	\$17,010.00
Satellite Systems		Effective Daily Rate		\$945.00	\$850.50
	VoIP Systems Engineer	\$175.00	\$1,050.00	\$4,725.00	\$17,010.00
		Effective Daily Rate		\$945.00	\$850.50
	Satellite Equipment Engineer	\$150.00	\$900.00	\$4,050.00	\$14,580.00
		Effective Daily Rate		\$810.00	\$729.00
	Ops Technician	\$85.00	\$510.00	\$2,295.00	\$8,262.00
		Effective Daily Rate		\$459.00	\$413.10
	DVB Video Systems Engineer	\$175.00	\$1,050.00	\$4,725.00	\$17,010.00
		Effective Daily Rate		\$945.00	\$850.50
	DVB IP Systems Engineer	\$175.00	\$1,050.00	\$4,725.00	\$17,010.00
		Effective Daily Rate		\$945.00	\$850.50
	VSAT TDMA Product Specialist Support Engineer (Product/Vendor Specific trained, Installation, Implementation, Customer Support)	\$175.00	\$1,050.00	\$4,725.00	\$17,010.00
		Effective Daily Rate		\$945.00	\$850.50
	RF Technician	\$175.00	\$1,050.00	\$4,725.00	\$17,010.00
		Effective Daily Rate		\$945.00	\$850.50

(Site Survey, Repair, Troubleshooting)				
	Effective Daily Rate		\$945.00	\$850.50
RF Engineer (Electrical, Design, Interference)	\$225.00	\$1,260.00	\$5,985.00	\$21,546.00
	Effective Daily Rate		\$1,197.00	\$1,077.30
Systems Engineer (Planner, Consultant)	\$250.00	\$1,400.00	\$6,650.00	\$23,940.00
	Effective Daily Rate		\$1,330.00	\$1,197.00

Project Implementation & Management Services				
Project Manager	\$200.00	\$1,200.00	\$5,400.00	\$19,440.00
	Effective Daily Rate		\$1,080.00	\$972.00
Logistics Coordinator	\$115.00	\$690.00	\$3,105.00	\$11,178.00
	Effective Daily Rate		\$621.00	\$558.90
On-Site Construction Supervision	\$95.00	\$570.00	\$2,565.00	\$9,234.00
	Effective Daily Rate		\$513.00	\$461.70
On-Site Technical Supervision	\$150.00	\$900.00	\$4,050.00	\$14,580.00
	Effective Daily Rate		\$810.00	\$729.00

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7. TERMS AND CONDITIONS

THIS AGREEMENT, entered into between Advanced Projects International, Inc., with offices at 1333 N. McDowell Blvd. Suite A, Petaluma CA 94954 (hereinafter referred to as "API") and CUSTOMER, with offices at location referenced in this Agreement (which together with its subsidiaries is hereinafter referred to as "CUSTOMER") as of the Effective Date.

API desires to provide the services outlined in this document to CUSTOMER, and API hereby offers to perform such services on the terms and conditions set forth in this Agreement, which consists of the entire document and supersedes any previous agreements, whether written or oral, pertaining to operational support services for CUSTOMER's VSAT satellite network.

In consideration of the premises and other mutual covenants and agreements herein contained, the parties hereby mutually agree as follows:

Services

CUSTOMER hereby engages API to provide Managed Hub Support, through the Global Network Support Center (hereinafter "API GNSC") and API GNSC shall provide technical services necessary for the installation, testing, operation, maintenance or related activities, and any or all of such as set forth in this Agreement.

Services to be provided under this Agreement include, and are limited to; the tasks detailed in subsequent API GNSC Support and/or Managed Services agreements, and/or referenced addendums, as may be executed by both parties and expressly made in conjunction with and by reference to this Agreement.

Term Of Agreement

Terms set forth in Article 12 of this Agreement.

Fees And Expenses

All services specified in this Agreement, with the exception of any services expressly stated as optional and subject to additional fees ("Optional Services") shall be provided by API GNSC to CUSTOMER as indicated and scheduled in Article 9 of this Agreement. All pricing contained within this agreement, is valid for 36 months upon project acceptance. Pricing is subject for review every three years.

API shall offer to CUSTOMER and CUSTOMER shall, if it expressly orders Optional Services in writing, pay API for Optional Services rendered in accordance with this Agreement. For any Optional Services, which CUSTOMER wishes API to address, the parties will prepare a written Statement of Work for the services containing the following elements:

- A timetable for delivering the appropriate services;
- An estimate of the fees and expenses which would be charged for carrying out the services; and
- The qualifications and hourly/daily rates of each employee and/or contractor of API who will be assigned to perform the services.

A Purchase Order ("PO") may serve as a Statement of Work under this Agreement, provided that the PO contains the above listed elements and that the PO references that the services under the PO are being performed pursuant to the terms of this Agreement.

In the event that both parties accept the Statement of Work, then the Statement of Work will be finalized in writing, signed by the parties and incorporated into this Agreement. API will then promptly begin work on the task.

If any Optional Service will require travel, the required travel shall be stated in the Statement of Work and if, the Statement of Work is agreed to, in writing by CUSTOMER, CUSTOMER shall reimburse API for reasonable and necessary documented travel expenses actually incurred in performing services.

API's invoices for services and expenses shall specify the hours spent in performing services and shall include an itemization of reasonable business expenses incurred. Receipts for out-of-pocket expenses and such other documentation

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shall support invoices as CUSTOMER may reasonably request. Amounts due API shall be paid within thirty (30) days after the presentation of an invoice from API in a form acceptable to CUSTOMER.

API Representations and Warranties.

API hereby warrants, for itself and its employees and contractors, that:

- It will not furnish to CUSTOMER, or use without proper authorization, any confidential or proprietary data of a third party;
- It is fully able to furnish the services contemplated by this Agreement;
- None of the services to be furnished hereunder will infringe upon any intellectual property rights of any third party;
- Each employee, agent, contractor or sub-contractor of API will conduct themselves in a professional manner while providing the services under this Agreement;
- Each employee, agent, contractor or sub-contractor of API who is not a United States citizen or permanent resident alien has executed a Nondisclosure Statement for Independent Contractors Who Are Not U.S. Citizens or Permanent Resident Aliens. This document will be provided to CUSTOMER if requested;
- All services will be performed in accordance with professional standards by personnel skilled and experienced in the type of services involved;

The provisions of this Paragraph x.4 shall survive the expiration or termination of this Agreement.

Confidential Information And Trade Secrets

In connection with the services, which API provides to CUSTOMER under this Agreement, API and/or its employees and APIs may have access to highly sensitive, confidential business, financial, and other proprietary information of the CUSTOMER, which if used without consent, could cause severe and irreparable harm. In view of the fact that the performance of services under this Agreement may bring API and/or its employees and contractors and sub-contractors into contact with confidential matters of CUSTOMER, including:

- Technical information, such as know-how, formulas, computer programs, secret processes or machines, inventions or research projects;
- Business information, such as information about costs, profits, markets, sales, lists of CUSTOMER names, lists of suppliers or business plans;
- Plans for future development;
- Trade secrets or confidential information of third parties in the possession or control of CUSTOMER; and/or
- Other information of a similar nature not generally known outside CUSTOMER,

API, for itself and its employees and contractors and sub-contractors (collectively "API"), agrees to keep all such matters confidential, whether or not developed by API. API agrees not to use or disclose them to anyone outside of CUSTOMER, either during or after the expiration or termination of this Agreement, except with the written consent of CUSTOMER. API agrees that any information that is considered a trade secret under California law shall be kept confidential by API for as long as such information constitutes a trade secret. API further agrees that confidential and proprietary information, not rising to the level of a trade secret, shall be kept confidential by API during the term of this Agreement and for a period of three (3) years thereafter.

API further agrees that upon expiration or termination of this Agreement, API will promptly deliver to CUSTOMER all tangible equipment, materials, records, documents or other property of CUSTOMER in its or its employees possession or control, including, but not limited to, any computer files, drawings, memoranda, log books, notebooks, correspondence, CUSTOMER lists, supplier lists, and computer discs, containing such confidential information.

API further agrees to require each employee, agent, contractor or sub-contractor of API who provides services under this Agreement to sign an Invention Assignment, Non-disclosure & Non-solicitation Agreement For Independent Contractors prior to their assignment to CUSTOMER. A copy of this document will be made available to CUSTOMER if requested.

The provisions of this Paragraph shall survive any expiration or termination of this Agreement.

Reports

API's services may include the preparation and delivery to CUSTOMER of such written reports as CUSTOMER may request. CUSTOMER shall have the free and unhindered right to use, modify, duplicate and disclose such reports without limitations of any sort.

Non-Solicitation Of Employees

The parties agree that during the term of this Agreement and for a period of twelve (12) months thereafter, they will not, directly or indirectly, on their own behalf or on behalf of another person or entity, recruit, solicit, or induce or attempt to recruit, solicit or induce any employee of the other party with whom its employees, agents or sub-contractors had contact during the term of this Agreement, to leave his or her employment to go to work, as an employee, consultant or independent contractor, for the soliciting party or any affiliated entity of the soliciting party.

Indemnity

API agrees to fully exonerate, indemnify, defend and save harmless CUSTOMER, its directors, officers, employees or agents, from and against any and all suits, actions, claims, demands, liens, losses, damages, fines, judgments or decrees, and any expenses in connection with such, including, without limitation, attorneys' fees, based upon or arising out of loss, damage or injury (including death) to the person or property of any other person or business entity resulting from:

- The violation of any statute, ordinance or regulation by API or any of its employees, agents, contractors or sub-contractors;
- Any claim that API or any of its employees, agents, contractors or sub-contractors is not independent contractors of CUSTOMER;
- Any claim that any employee, agent, contractor or sub-contractor of API is not an employee of API;
- Any claim by an employee, agent, contractor or sub-contractor of API for workers' compensation benefits; or
- Any other willful or negligent act or omission of API, its employees, agents, APIs or sub-contractors arising from or in connection with the services provided by API under this Agreement.

Insurance

API shall procure and thereafter maintain full insurance coverage for each of its employees in connection with performance of this Agreement, including without limitation the following insurance:

All applicable insurance coverage required by local law

Termination

Either party shall have the right to terminate this Agreement and any Statements of Work hereunder at any time upon thirty (30) days' written notice to the other. CUSTOMER shall further have the right to terminate this Agreement immediately at any time by written notice to API in the event of a breach by API of its obligations hereunder, including, without limitation, any inability to, or continuing or repeated failure to meet, any "targets" for performance specified herein. In the event of termination of this Agreement, CUSTOMER's liability to API shall be limited to payment for hours/days of services actually furnished prior to termination plus, if applicable for Optional Services, reimbursable travel expenses incurred.

Conflicting Agreements

API represents and warrants that it has no other existing obligation to assign rights to Work Product and/or Developments to any other party, that it is not contractually prohibited from engaging in any type of work and that it is not a party to any agreement or under any obligation which conflicts with the terms of this Agreement or which prohibits API from carrying out its responsibilities under this Agreement.

Waiver

Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. Absent such written waiver, no forbearance or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

Notices

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party, (b) sent by certified mail, return receipt requested, (c) sent by receipted delivery service, or (d) sent by facsimile with confirming copy via regular U.S. mail, to the other party at the following address:

To API:

Advanced Projects International, Inc
1333 N. McDowell Blvd, Suite A
Attn: Project Management Office
Petaluma, CA 94954
USA
Tel: +1 707-283-8000
Fax: +1 707-283-8080

To CUSTOMER:

SkyPort Global
12600 North Featherwood
Attn: Daniel Murphy
Houston, TX 77034
Tel: 800.822.2961
Fax:

Entire Agreement

This Agreement and referenced Addendums represent the full and final understanding between the parties hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. A written instrument signed by both parties and expressly referring to this Agreement may only modify it.

Severability

If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

Applicable Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding its provisions regarding conflicts of laws.

Government Laws, Regulations And Contracts

API certifies that it complies with, and will do all things necessary for CUSTOMER to comply with, United States government laws and regulations and with the provisions of contracts between the agencies of the United States government or their APIs and CUSTOMER, including (to the extent applicable to API), but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Federal Rehabilitation Act, the Age Discrimination in Employment Act, E.O. 11246, and those laws relating to technical data, inventions, patent rights, exports or the safeguarding of information pertaining to the defense of the United States.

Warranty Against Corrupt Practices

API shall comply with all laws, regulations or other requirements of any country in which services are performed, including without limitation all applicable laws relating to business ethics. API acknowledges that CUSTOMER is subject to certain United States laws, including the Foreign Corrupt Practices Act (hereinafter referred to as "FCPA"), under which CUSTOMER and its agents may be held criminally responsible for improper payments or other activities occurring outside the United States of America. API represents and warrants that it has not taken any action prior to the date hereof that would subject CUSTOMER to liability under the FCPA or other applicable laws, and agrees and covenants not to take any action in the course of performing this Agreement that would subject CUSTOMER to liability under the FCPA or any other applicable laws. Upon written notice from CUSTOMER, API shall provide such information as CUSTOMER shall reasonably consider necessary to verify compliance by API with the provisions of this Paragraph. API shall indemnify CUSTOMER and hold it harmless from and against all claims, losses and penalties resulting from the failure of API to comply with its obligations under this Paragraph.

API (including its owners, directors, officers, employees or agents) is not an Official or a Relative of an Official. "Official" for this purpose means an officer, agent or employee of the government of any country in which API will perform services or of any department, agency or instrumentality thereof, an official or any political party in any such country or a candidate for political office in any such country. "Relative of an Official" for this purpose means a member of an Official's immediate family (spouse, parents, children, brothers or sisters and their spouses), or any other member of an Official's family who, by virtue of his or her family relationship with the Official, may be in a position to influence the Official. Should API become an Official or a Relative of an Official during the term of this Agreement, API will promptly provide CUSTOMER, in writing, with such information as CUSTOMER may request concerning the position or relationship. API and CUSTOMER will work together in good faith to address any risks that may arise to CUSTOMER from such position or relationship.

Referenced Documents At Time Of Contract Execution

The following documents are cited at the time of the execution of this document. Additional documents may be attached without modifications to this document.

"None"

8. CONTACT INFORMATION

Suzanne Palmi
Sales Manager
Advanced Projects International
1333 N. McDowell Blvd
Suite A
Petaluma, CA 94954
T - 707-283-8012
F - 707-283-8008
Suzanne@advapro.com

Garrett C. Hill
CEO
Advanced Projects International
1333 N. McDowell Blvd
Suite A
Petaluma, CA 94954
T - 707-283-8003
F - 707-283-8008
garrett@advapro.com

CERTIFICATE OF SERVICE

I hereby certify that on March 10, 2009, a copy of the foregoing Motion was served by first class mail, postage prepaid, and/or ECF Transmission upon all parties listed on the attached service sheets.

_____/s/ Calvin Braun_____
Calvin Braun

MASTER SERVICE LIST
SkyPort Global Communications; Debtor
Case # 08-36737-H4-11

Skyport Global Communications, Inc.
11140 Aerospace Ave
Houston, TX 77034

Harris County, et al.
c/o John P. Dillman
Linebarger Goggan Blair & Sampson
P O Box 3064
Houston, TX 77253-3503

Internal Revenue Service
Insolvency Section
1919 Smith MAIL STOP HOU 5022
Houston, TX 77002

Internal Revenue Service
PO Box 21116
Philadelphia, PA 19114

Stephen Statham
Office of the U. S. Trustee
515 Rusk, Room 3516
Houston, TX 77002

Kay D. Brock
Assistant Attorney General
Bankruptcy & Collections Division
PO Box 12548
Austin, TX 78711-2538

Securities & Exchange Commission
Attn: Angela Dodd
175 W. Jackson Blvd, Suite 900
Chicago, IL 60604-2908

Paul Bettancourt
P. O. Box 4622
Houston, TX 77210-4089

Pasadena I.S.D.
Tax Assessor-Collector
2223 Strawberry Rd.
Pasadena, TX 77501

Balaton Group, Inc.
Attn: Brogan Taylor
152 King St. E, Suite 400
Toronto ONTARIO
MSA 1JE
CANADA

Farnum Street Financial
Attn: Ross Abrams
240 Pondview Plaza
5850 Opus Parkway
Minnetonka, MN 55343

AEGIS Texas Venture Fund, LP
Attn: Kevin Dragan
11000 Richmond, Suite 550
Houston TX 77042

CenturyTel, Inc.
Attn: Stewart Ewing, CFO
100 CenturyTel Drive
Monroe, Louisiana 71203

CenturyTel, Inc.
c/o Rex D. Rainach
A Professional Law Corporation
3622 Government Street
Baton Rouge, LA 70806-5720

Brad Lee
Bankruptcy Specialist
XO Communications, LLC
105 Malloy Street
Nashville, TN 37201

Intelsat USA Sales Corp.
Attn: Chris Nibecker
3400 International Drive NW
Washington DC 20008

Telesat Network Services, Inc.
Attn: Ted Ignacy
1601 Telesat Court
Ottawa, ON K1B 5P4
Canada

EchoStar Corp.
Attn: Rhonda Parson
90 Inverness Circle East
Englewood, CO 80112

SES New Skies Satellites, BV
Attn: Scott Sprague
2001 L Street, Suite 800
Washington, DC 20036

AboveNet
Attn: Thomas L. Kelly
360 Hamilton Ave., 7th Floor
White Plains, NY 10601

The Spaceconnection, Inc.
Attn: Deborah Williams
PO Box 6067
Burbank, CA 91510-6067

Klabzuba Properties, Ltd.
Attn: Robert B. Higgs
14405 Walters Road
Houston, TX 77014

VT iDirect Inc.
Attn: Geneza Simoes
13865 Sunrise Valley Drive
Herndon, VA 20171

Alpheus Communications, L.P.
Alpheus Data Services
c/o Stephen W. Crawford, General Counsel
1301 Fannin Street, 20th Floor
Houston, TX 77002

Seyfarth Shaw LLP
Attn: Christina Putnam
700 Louisiana, Suite 3700
Houston, TX 77002

Longbottom Communications
Attn: Penelope Longbottom
6105 N. 28th St.
Arlington, VA 22207

Compu Com
Attn: Gary Reilly
7171 Forest Lane
Dallas, TX 75230

Houston Airport System
Attn: Scott Feldman
City of Houston
PO Box 60106
Houston, TX 77205-0106

Robert Half Technology
Attn: Ron Ravin
5720 Stone Ridge, Suite 3
Covington, CA 94588

United Shipping Solutions
Attn: Ted Michaelson
10900 Northwest Freeway, Suite 219
Houston, TX 77092

DataPath, Inc.
Attn: Betty Herrington
3095 Satellite Boulevard
Duluth, GA 30096

XO Communications
Attn: Scott Harrison
2401 Portsmouth, Suite 200
Houston, TX 77098

Verizon Wireless
Attn: Alexis B. Murray
PO Box 660108
Dallas, TX 75266-0108

Wilkinson, Barker, Knauer LLP
Attn: Bob Primosch.
2300 N Street NW, Suite 700
Washington, DC 20038-1128

Balaton Group, Inc.
Seyfarth Shaw LLP
Attn: Walter Cicack
700 Louisiana, Suite 3700
Houston, TX 77002

Pasadena Independent School District
c/o Law Office of Dexter D. Joyner
4701 Preston Ave.
Pasadena, TX 77505

AEGIS Texas Venture Fund, LP
c/o Kyung Lee / Jason Rudd
Diamond McCarthy Taylor Finley & Lee, LLP
909 Fannin, Suite 1500
Two Houston Center
Houston, Texas 77010

Digital Networks, LLC
c/o William H. Hoch, III
Crowe & Dunlevy
20 N. Broadway, Suite 1800
Oklahoma City, OK 73102

Globecom Systems Inc
Attn: Julia Hanft, General Counsel.
45 Oser Avenue
Hauppauge, NY 11788

Farnam Street Financial, Inc.
c/o Larry B. Ricke
Spence, Ricke, Sweeney & Gernes
Suite 600, Degree of Honor Building
325 Cedar Street
St. Paul, MN 55101

Cisco Capital
c/o Thomas M. Gaa
Bialson, Bergen & Schwab
2600 El Camino Real, Suite 300
Palo Alto, California 94306

PAETEC
c/o Shannon I. Sullivan
Specialist - Revenue Assurance
PO Box 3177
Cedar Rapids, IA 52406-3177

Intelsat, Ltd.
c/o Herrick Feinstein LLP
Attn Stephen Selbst / John M. August
One Gateway Center
Newark, New Jersey 07102

William R. Greendyke
Jason L. Boland / Travis A. Torrence
Fulbright & Jaworski LLP
1301 McKinney, Suite 5100
Houston, TX 77010

Sunrise Campus Investors dba
BPG Properties, Ltd
Attn: Roger Byecroft & Keith Knight
11130 Sunrise Valley Drive, Suite 100
Reston, VA 20191

Verizon Wireless
P.O. Box 3397
Bloomington, IL 61702

Ambius
P.O. Box 95409
Palatine, IL 60095-0409

Patrick K. Brant
10186 Hillington Court
Vienna, VA 22182

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

SKYPORT GLOBAL
COMMUNICATIONS, INC.

DEBTOR

§
§
§
§
§
§

CASE NO. 08-36737-H4-11
(CHAPTER 11)

**ORDER REQUIRING THE DEBTOR TO ASSUME OR REJECT THE
EXECUTORY CONTRACT AND/OR TO PROVIDE ADEQUATE PROTECTION**

Came on for hearing the Motion to Require the Debtor to Assume or Reject the Executory Contract and/or Provide Adequate Protection ("Motion") filed by Advanced Projects International, Inc. The Court having reviewed the Motion and any respective pleading, believes that the Motion is well taken, that service and notice of the Motion was proper, and that the Motion should be granted; it is therefore

ORDERED, that the Debtor is to assume or reject the Service Agreement described in the Motion on or before _____, 2009; it is further

ORDERED that the Debtor shall make and maintain all payments to Advanced Projects International, Inc., due since the filing of the bankruptcy as adequate protection; it is further

ORDERED that the failure of the Debtor to assume or reject the Service Agreement by the deadlines set forth in this Order shall be deemed to be a rejection and entitle Advanced Projects International, Inc., to file an administrative claim for the post-petition invoices outstanding and due, in addition to any and all remedies available to it.

Dated: _____.

UNITED STATES BANKRUPTCY JUDGE